



ENTERED
03/20/2019

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:)	
)	Chapter 11
)	
PARKER DRILLING COMPANY, <i>et al.</i> , ¹)	Case No. 18-36958 (MI)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 368
)	

**STIPULATION AND AGREED ORDER MODIFYING
THE AUTOMATIC STAY AND THE PLAN INJUNCTION**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file this stipulation and agreed order (this “Agreed Order”) upon the agreement of the Debtors and Wayne Rockwell (the “Claimant,” and collectively with the Debtors, the “Parties”) and stipulate as follows:

WHEREAS, on December 12, 2018 (the “Petition Date”), each of the Debtors filed a voluntary petition with the United States Bankruptcy Court for the Southern District of Texas (the “Court”) for relief under title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS, prior to the Petition Date, the Claimant commenced an arbitration case with the American Arbitration Association (the “AAA”), asserting certain personal injury claims (the “Claims”) relating to the Claimant’s previous employment with Debtor Parker Drilling Company’s non-Debtor affiliate, Parker Drilling Global Employment Company

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Parker Drilling Company (8660); 2M-TEK, Inc. (1761); Anachoreta, Inc. (3667); Pardril, Inc. (4469); Parker Aviation Inc. (6372); Parker Drilling Arctic Operating, LLC (6834); Parker Drilling Company of Niger (4204); Parker Drilling Company North America, Inc. (6381); Parker Drilling Company of Oklahoma Incorporated (8949); Parker Drilling Company of South America, Inc. (0657); Parker Drilling Management Services, Ltd. (7200); Parker Drilling Offshore Company, LLC (9092); Parker Drilling Offshore USA, L.L.C. (1469); Parker North America Operations, LLC (1180); Parker Technology, Inc. (6599); Parker Technology, L.L.C. (1875); Parker Tools, LLC (8864); Parker-VSE, LLC (2282); Quail USA, LLC (8885); and Quail Tools, L.P. (1471). The Debtors’ service address is: 5 Greenway Plaza, Suite 100, Houston, Texas 77046.

(Management Office), LLC (“PDGEC”), which arbitration case is captioned *Wayne Rockwell v. Parker Drilling Services, Ltd. and Parker Drilling Global Employment Company (Management Office) LLC*, Case Number 01-17-0000-4903;

WHEREAS, on January 21, 2019, the Claimant filed with the Court proof of claim number 59 (the “Proof of Claim”), which relates to the Claims;

WHEREAS, on February 21, 2019, the Claimant filed a motion for relief from the automatic stay under section 362 of the Bankruptcy Code [Docket No. 368] (the “Motion”), seeking entry of an order modifying the automatic stay to allow him “to prosecute the [Claims] to final judgment or settlement”;²

WHEREAS, on March 7, 2019, the Court confirmed the *Amended Joint Chapter 11 Plan of Reorganization of Parker Drilling Company and Its Debtor Affiliates* (the “Plan”), a copy of which is attached as Exhibit A to the *Order Confirming the Amended Joint Chapter 11 Plan of Reorganization of Parker Drilling Company and Its Debtor Affiliates* [Docket No. 459] (the “Confirmation Order”);

WHEREAS, the Debtors agree to lift the stay to the extent necessary so that the parties may pursue any available rights or remedies they may have related in any way to the claims, facts and circumstances made the subject of the Motion and the supporting exhibits thereto;

WHEREAS, the Debtors and the Claimant agree that (a) the Plan Injunction does not prohibit, and shall not be construed to prohibit, the Claimant, from and after the Plan Effective Date, from pursuing any available rights or remedies with respect to the matters that are the subject of the Claims; and (b) this Agreed Order shall not be construed to prohibit the Debtors from

² Mot. ¶ 8.

pursuing any available rights or remedies with respect to the matters that are the subject of the Claims;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between the Parties to this Agreed Order that:

1. This Agreed Order shall become effective upon execution by or on behalf of each of the Parties, subject to approval by the Court.

2. The automatic stay imposed by section 362 of the Bankruptcy Code (the “Automatic Stay”) is modified solely to the extent necessary to allow the Claimant and the Debtors to prosecute, liquidate, and settle claims against Debtors, including against Parker Drilling Management Services, Ltd., Parker Drilling Services Ltd., and Parker Drilling Global Employment Company (Management Office) LLC asserted in such lawsuit styled, *Wayne Rockwell v. Parker Drilling Services Ltd. and Parker Drilling Global Employment Company (Management Office) LLC*, Before the American Arbitration Association, Case Number 01-17-0000-4903 (“the Arbitration Proceedings”); *provided*, that nothing herein shall limit the available rights or remedies of the Debtors to challenge the arbitrability of the Claims or assert defenses related in any way to the claims, facts and circumstances made the subject of the Motion and the supporting exhibits thereto; *provided. further*, that the Debtors shall not assert the Automatic Stay or Plan Injunction as defenses to the Claimant’s continued efforts to prosecute, liquidate, and settle claims against the Debtors.

3. The Plan Injunction shall not prohibit the Claimant or the Debtors, from and after the Plan Effective Date, from pursuing any available rights or remedies related in any way to the claims, facts and circumstances made the subject of the Motion and the supporting exhibits thereto.

4. The Claimant’s Motion is hereby withdrawn to permit Claimant to pursue any available rights or remedies with respect to the matters that are the subject of the Claims.

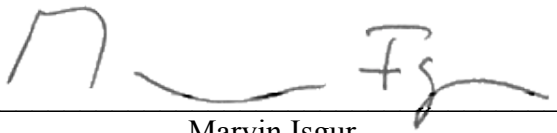
5. This Agreed Order contains the entire agreement by and between the Parties with respect to the subject matter hereof, and all prior understandings or agreements, whether written or oral, if any, are merged into this Agreed Order.

6. Nothing in this Agreed Order shall be construed or deemed to constitute an admission of liability by the Debtors with respect to the Claims, nor shall enlarge or diminish the rights or remedies otherwise available outside of bankruptcy law to the Claimant or the Debtors with respect thereto.

7. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Agreed Order.

IT IS SO ORDERED.

Signed: March 20, 2019



Marvin Isgur
United States Bankruptcy Judge

Houston, Texas
March 18, 2019

/s/ Matthew D. Cavanaugh

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